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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DECKERS OUTDOOR CORPORATION, a Delaware Corporation,	}	CASE NO. 2:14-cv-00205-MWF-AJW
Plaintiff,		ORDER RE CONSENT JUDGMENT INCLUDING PERMANENT INJUNCTION AND VOLUNTARY DISMISSAL OF ACTION WITH PREJUDICE
v.		
P & JUSS, INC., a California Corporation; PETER HONG, an individual; and DOES 1-10, inclusive,		
Defendants.		

WHEREAS **Plaintiff Deckers Outdoor Corporation** having filed a Complaint in this action charging **Defendants P & Juss, Inc.** and **Peter Hong** (collectively “Defendants”) have entered into a Settlement Agreement and Mutual Release as to the claims in the above referenced matter. Defendants, having stipulated to the below terms, IT IS HEREBY ORDERED that:

1. This Court has jurisdiction over the parties to this Final Consent Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.
2. Deckers is the owner of the “**Bailey Button Boot Trade Dress**,” which is characterized, inter alia, by
 - Classic suede boot styling made famous by the UGG brand;
 - Overlapping of front and rear panels on the lateral side of the boot shaft;

- 1 • Curved top edges on the overlapping panels;
- 2 • Exposed fleece-type lining edging the overlapping panels and top of the
- 3 boot shaft; and
- 4 • One or more buttons (depending on the height of the boot) prominently
- 5 featured on the lateral side of the boot shaft adjacent the overlapping panels.

6 Exemplars of Deckers' UGG® boots that bear the Bailey Button Boot Trade
7 Dress are depicted below.



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15 3. Deckers is also the owner of the “**UGG Classic Trade Dress**,” which
16 consists of some or all of the following elements in combination: an exaggerated,
17 raised, and exposed circular stitch pattern, a license plate type shape on the heel;
18 exposed wool or shearling tufting, foldable boot cuff, a raised and rounded dome
19 shaped toe, a suede heel overlay on the boot's exterior with a brushed suede material
20 comprising the exterior of the boot; and a thick flat sole (examples of which are shown
21 below)



1 4. Many of Deckers' UGG® footwear designs, including those with the
2 Bailey Button Boot Trade Dress, are also protected by design patents issued by the
3 United States Patent and Trademark Office. Design Patents for UGG® Bailey Button
4 Boot styles include, but are not limited to, U.S. Patent Nos. D599,999 for the "Bailey
5 Button Single" boot (registered on September 15, 2009) and D616,189 for the "Bailey
6 Button Triplet" boot (registered on May 25, 2010) (hereinafter "Bailey Button Design
7 Patents").

8 5. Defendants and their agents, servants, employees and all persons in active
9 concert and participation with it who receive actual notice of this Final Consent
10 Judgment are hereby permanently restrained and enjoined from infringing upon
11 Plaintiff's UGG Classic Trade Dress, Bailey Button Boot Trade Dress and/or Bailey
12 Button Design Patents, either directly or contributorily in any manner, including:

13 (a) Manufacturing, importing, advertising, marketing, promoting,
14 supplying, distributing, offering for sale, or selling products which infringe upon the
15 UGG Classic Trade Dress, Bailey Button Boot Trade Dress, and/or Bailey Button
16 Design Patents;

17 (b) Delivering, holding for sale, returning, transferring or otherwise
18 moving, storing or disposing in any manner products which infringe upon the UGG
19 Classic Trade Dress, Bailey Button Boot Trade Dress, and/or Bailey Button Design
20 Patents, except as otherwise agreed amongst the parties;

21 (c) Committing any other act which falsely represents or which has the
22 effect of falsely representing that the goods and services of Defendants are licensed by,
23 authorized by, offered by, produced by, sponsored by, or in any other way associated
24 with Plaintiff;

25 (d) Assisting, aiding or attempting to assist or aid any other person or
26 entity in performing any of the prohibited activities referred to in Paragraphs 5(a) to
27 5(c) above.
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1 6. Plaintiff and Defendants shall bear their own costs and attorneys' fees
2 associated with this action.

3 7. The execution of this Consent Judgment shall serve to bind and obligate
4 the parties hereto. However, dismissal with prejudice of this action shall not have
5 preclusive effect on those who are not a party to this action, all claims against whom
6 Plaintiff expressly reserves.

7 8. The jurisdiction of this Court is retained for the purpose of making any
8 further orders necessary or proper for the construction or modification of this Final
9 Judgment, the enforcement thereof and the punishment of any violations thereof.
10 Except as otherwise provided herein, this action is fully resolved with prejudice.

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12 **IT IS SO ORDERED.**

13 DATED: June 20, 2014



Hon. Michael W. Fitzgerald
United States District Judge